

¹ If this Court's scanning of Quality's pleading has missed any similar instances, what is said in the text is intended to apply there as well.

obligation to act in both objective and subjective good faith. Hence the quoted language is stricken from Quality's Answer wherever it appears.

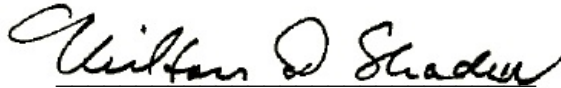
Next, Quality's counsel acts at odds with the fundamental notice-pleading purpose that should govern litigants on both sides of the "v." sign in federal practice -- it does so by engaging in a large set of purported denials (see Answer ¶¶ 19-22, 24, 51, 52, 55, 59, 60, 63-65, 67, 69, 70 and 80) that are really unresponsive to the corresponding allegations of the TAC. All of those Answer paragraphs must be rewritten to admit whatever allegations in those paragraphs are true, even though an Answer paragraph may then continue with appropriate (and not obfuscatory) hedges.

Finally, several of the ADs merit comment. Here they are:

1. Each of ADs 1, 4 and 6 contains the telltale language "to the extent" -- a sure tipoff that at this time Quality has no knowledge of any matter that is the subject of speculation in those ADs. Each of those ADs is stricken, but without prejudice to their possible reassertion if, as and when the future discovery in the case may reveal that the situations referred to there are found to have occurred.
2. AD 2 needs to be fleshed out to state a viable defense, particularly in view of the statutory damages potential created by the Act. That AD is also stricken, and if Quality wishes to reassert it, that must be done in a manner that provides appropriate authority for the position taken in that AD.
3. Finally, the purported "Reservation" that follows the ADs adds nothing to the litigation. It merely recites an entitlement that will operate in Quality's

favor only if the condition specified there arises in the future. For the present that paragraph is also stricken.

Quality's counsel are ordered to file a self-contained Amended Answer curing the flaws identified here on or before January 16, 2015. All other aspects of the case, including the next scheduled status hearing date, remain in effect.

A handwritten signature in black ink, reading "Milton I. Shadur". The signature is written in a cursive style with a large, stylized "M" and "S".

Milton I. Shadur
United States District Judge

Dated: January 6, 2015